

Application No. 10/719,344

REMARKS/ARGUMENTS

This Amendment and the following remarks are intended to fully respond to the Final Office Action mailed April 8, 2008. In that Office Action, claims 1-3, 5-11, and 15-30 were examined, and all claims were rejected. More specifically, claims 1-3, 5-11, 15-21 and 27-30 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Publication No. 2003/0157978 to Englman ("Englman"), in view of U.S. Patent Publication No. 2002/0016200 to Baerlocher ("Baerlocher"). Claims 22-26 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Englman in view of U.S. Patent No. 6,612,927 to Slomiany ("Slomiany"). Reconsideration of these rejections, as they might apply to the original and amended claims in view of these remarks, is respectfully requested.

In this Response, claims 1 11, 16, and 22 have been amended. Claims 31 and 32 have been added. No new matter has been added.

Claim Rejections – 35 U.S.C. § 103

Claims 1-3, 5-11, 15-21 and 27-30 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Englman in view of Baerlocher.

Claim 1 recites in part:

receiving, at the gaming device, a single wager, wherein the single wager provides a player a plurality of plays of a single game;

Neither Englman nor Baerlocher disclose the above recited elements of claim 1.

Englman discloses a basic game and one or more bonus games that are triggered by respective special outcomes in the basic game. (Englman, para. 0024). Special outcomes are described by Englman as a special symbol or a special combination of symbols that appear on one or more of the reels. (Englman, para. 0034). If the special symbol appears, "[t]he appearance of [the] special outcome causes the machine to *shift operation from the basic game to the bonus game associated with that special outcome.*" (Englman, para. 0034, emphasis added).

In contrast, Applicant's claim recites "receiving, at the gaming device, a single wager, wherein the single wager provides a player a plurality of plays of a single game." Even if it were

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assumed that the bonus game, along with the basic game, of Englman could be viewed as a variable period of play, Englman still does not disclose or suggest that the variable period of play is for a single game initiated by a single wager. As Englman states, if the special symbols appear "the machine shifts operation from the basic game to the bonus game". Thus Englman discloses that the bonus game is a separate game from the basic game. Thus, even if the special symbols are displayed, which is not guaranteed with a single wager, the player is playing two separate games – not a single game with a single wager.

To further clarify, the bonus game in Englman is triggered by special symbols. A player is not guaranteed that the special symbols will be displayed and therefore is not guaranteed an opportunity to play the bonus game. Thus, even if you were to consider the combination of the bonus game and the basic game in Englman as a variable period of play, a single wager on the gaming device of Englman does not guarantee a variable period of play.

In contrast, a gaming device that implements the method of claim 1 guarantees a player a plurality of plays of a single game when the wager is made.

Baerlocher discloses a bonus round of a gaming machine where a player symbol is exhibited at a starting location and a terminating symbol is exhibited at another location. (Baerlocher, para. 0008). The player symbol and terminating symbol advance in different directions and the bonus round ends when the terminating symbol catches the player symbol. (Baerlocher, para. 0008, 0011). Baerlocher does not disclose or suggest "receiving, at the gaming device, a single wager, wherein the single wager provides a player a plurality of plays of a single game" as recited in Applicant's claim 1.

Claim 1 also recites:

maintaining a count of the plays of the single game provided to the player...

displaying, in response to at least one player initiated action, at least one of (i) a game-terminating symbol wherein the game-terminating symbol decreases the count of the plays provided to the player, (ii) a game-extension symbol, wherein the game-extension symbol increases the count of the plays provided to the player and

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(iii) a symbol that is neither a game-terminating symbol or a game-extension symbol and does not affect the count...and

ending the variable period of play when the count reaches zero.

Neither Englman nor Baerlocher disclose the above recited elements. Applicant points out that similar elements, including a count element, were included in the claims prior to this amendment. Although Baerlocher discloses a terminating symbol, the Final Office Action did not fully address all of these particular elements, specifically the count element. However, in the interest of furthering prosecution, Applicant has further amended the claim to clarify the differences between the cited references and Applicant's claim.

As neither Englman nor Baerlocher, disclose at least the above recited elements of claim 1, the recited combination of these references does not establish a *prima facie* case of obviousness with respect claim 1. As claims 2-3, 5-10, 28-29, and 31-32 depend from claim 1, these claims are not rendered obvious by the recited combination of references.

Claim 11 recites in part:

receiving, at the gaming device, a single wager, wherein the single wager provides a player a session period of play for a single game operating on the gaming device;

providing a minimum number of game winning opportunities within the session;

maintaining a count of the minimum number of game winning opportunities...

displaying at least one of (i) a game-extension symbol, wherein the game-extension symbol increases the count of the minimum number of game winning opportunities each time the game-extension symbol is displayed, and (ii) a symbol that is not a game-extension symbol...and

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ending the session period of play when the count of the
number of game winning opportunities reaches zero

Applicant reiterates the arguments made above with respect to claim 1 that neither Englman nor Baerlocher disclose at least the above recited elements of claim 11. As such, even if the references could be combined in the manner suggested in the office action, the combination would still lack at least the above recited elements of claim 11. As claims 12-15 depend from claim 11, claims 12-15 are not rendered obvious by the recited combination of references.

Claim 16 recites in part:

receiving, at the gaming device, a single wager, wherein the
single wager provides a player a session period of play for a single
game and guarantees a predetermined number of game plays for a
first game operating on the gaming device;

maintaining a count of the predetermined number of game
plays...

displaying at least one of (i) a game-extension symbol,
wherein the game-extension symbol increases the count of the
predetermined number of game winning opportunities each time
the game-extension symbol is displayed, (ii) a special symbol,
wherein a characteristic of the special symbol is used in a
secondary game, and (iii) a symbol that is not a game-extension
symbol or a special symbol...

ending the session period of play when the count of the
predetermined number of game plays reaches zero

Applicant reiterates the arguments made above with respect to claim 1. As neither Englman nor Baerlocher disclose at least the above recited limitations of claim 16, the recited combination of these references does not establish a *prima facie* case of obviousness with respect

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claim 16. As claims 17-21 depend from claim 16, claims 17-21 are not rendered obvious by the recited combination of references.

Claims 22-26 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Englman in view of Slomiany.

Claim 22 recites in part:

receiving, at the gaming device, a single wager, wherein the single wager provides a player a session period of play for a single game and guarantees a predetermined number of game plays for a game operating on the gaming device;

maintaining a count of the predetermined number of game plays...

decrementing the count of the predetermined number of game plays if the outcome is a loss;

rewarding the player if the outcome is a win, wherein the reward consists of maintaining the count of the predetermined number of game plays, and either (i) extending the session period of play by increasing the count of the number of predetermined number of game plays, and (ii) giving the player a payout, wherein the payout amount is calculated based on a pay table and the player's wager...

ending the session period of play when the count of the predetermined number of game plays reaches zero.

As described above, Englman discloses a basic game and one or more bonus games that are triggered by respective special outcomes in the basic game. (Englman, para. 0024). Special outcomes are described by Englman as a special symbol or a special combination of symbols that appear on one or more of the reels. (Englman, para. 0034). If the special symbol appears, "[t]he appearance of [the] special outcome causes the machine to *shift operation from the basic game to the bonus game associated with that special outcome.*" (Englman, para. 0034, emphasis added).

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Thus, the bonus game of Englman occurs randomly and does not “[provide, with a single wager,] a player a session period of play for a single game and guarantees a predetermined number of game plays for a game operating on the gaming device” as recited in Applicant’s claim 22.

Slomiany discloses a three stage, multi-line, multi-coin video slot machine. (Slomiany, col. 7, lines 21-23). In order for a player to move from a first stage of the game to a subsequent stage, a player must win on the current stage or obtain a special symbol while paying in certain configurations. (Slomiany, col. 8, lines 6-9). In contrast, Applicant’s claim discloses “receiving, at the gaming device, a single wager, wherein the single wager provides a player a session period of play for a single game and guarantees a predetermined number of game plays for a game operating on the gaming device.” In Applicant’s claim, a player is granted a predetermined number of game plays regardless of a win or loss.

Furthermore, neither Englman nor Slomiany disclose “maintaining a count of the predetermined number of game plays... decrementing the count of the predetermined number of game plays if the outcome is a loss; rewarding the player if the outcome is a win, wherein the reward consists of maintaining the count of the predetermined number of game plays, and either (i) extending the session period of play by increasing the count of the number of predetermined number of game plays, and (ii) giving the player a payout, wherein the payout amount is calculated based on a pay table and the player’s wager...and ending the session period of play when the count of the predetermined number of game plays reaches zero” as recited in claim 22.

As neither Englman nor Slomiany, either alone, or in combination, disclose at least the above recited limitations of claim 22, the recited combination of these references does not establish a *prima facie* case of obviousness with respect claim 22. As claims 23-26 depend from claim 22, claims 23-26 are not rendered obvious by the recited combination of references.

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Conclusion

This Amendment fully responds to the Final Office Action mailed on April 8, 2008. Still, the Office Action may contain arguments and rejections that are not directly addressed by this Amendment because they are rendered moot in light of the preceding arguments in favor of patentability. Hence, failure of this Amendment to directly address an argument raised in the Office Action should not be taken as an indication that the Applicant believes the argument has merit. Additionally, failure to address statements/comments made by the Examiner does not mean that the Applicants acquiesce to such statements or comments. Furthermore, the claims of the present application may include other elements, not discussed in this Amendment, which are not shown, taught, or otherwise suggested by the art of record. Accordingly, the preceding arguments in favor of patentability are advanced without prejudice to other bases of patentability.

In light of the above remarks and amendments, the application is now in condition for allowance and such action is respectfully requested. Should any additional issues need to be resolved, Examiner is requested to telephone me at the number below to resolve those issues.

Finally Applicant has withdrawn the services of counsel this date with respect to this application and is proceeding pro se. As such, if Examiner believes there is patentable material presented Applicant requests help with claims writing pursuant to the MPEPs.

Respectfully submitted,



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